

By Cécile

Article 1 | Applicability

- 1.1 These general terms and conditions apply to all oral and written offers and agreements off or with and all related acts, both of a preparatory and executive nature.

Article 2 | Company description

- 2.1 By-Cecile.com focuses on training, coaching and workshops within the field of personal development, in the broadest sense. By-Cecile.com is registered with the Chamber of Commerce under number: 77833457.

Article 3 | Definitions

Contractor: The legal entity on whose behalf the coach offers coaching or related activities under application of these general terms and conditions.

Client: The natural or legal person who has instructed the Contractor to provide services in the field of coaching or related activities.

Coachee: The natural person who takes part in a counseling process in the field of coaching or related activities. When the coachee is the direct client of the contractor, he will be referred as the client in the following.

Services: All coaching activities that have been commissioned, or that arise from or are directly related to the assignment, all this in the broadest sense of the word.

Agreement: Any agreement between the Client and the Contractor for the provision of services by the Contractor on behalf of the Client

Article 4 | Execution of the agreement

4.1 The Contractor will execute the agreement to the best of its knowledge and ability. The Contractor has a best efforts obligation towards the performance of the agreement and can therefore not be held liable on the basis of a result obligation.

4.2 By confirming the agreement and these general terms and conditions, the client gives permission to use its name and address details plus telephone number for recording in the contractor's customer database for administration purposes.

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4.3 The contractor has no medical training and doesn't present herself or act as such. The contractor will never advise on medications. All changes in medications must be decided by the client after taking medical advice from appropriate doctors.

Article 5 | Pricing

5.1 The current prices for services are determined in consultation. Agreed prices for long-term business contacts apply no later than the end of the calendar year after signing the order, and can then be revised. This will be communicated in good time. Financial measures imposed by the government are at all times due from the moment they come into effect, without this being the reason for terminating the agreement.

Article 6 | Rescheduling and canceling, stop of trajectory

6.1 Agreements with the coach are binding if they are mutually confirmed by the coach and the coachee. Appointments for sessions with private individuals and companies, appointments that are not cancelled or rescheduled on time and within 24 hours will be charged 100% of the rate, with the exception of emergency situations.

In the event that the coach has to travel for his appointment, even if the appointment cannot take place due to force majeure if the coach is already on location, the client is expected to pay the travel costs in the form of the applicable kilometer allowance.

6.2 In case sessions have been agreed for an indefinite period, the notice period is 1 session, with this last session being the final evaluation and completion session.

In case sessions have been agreed for a certain period of time, or for a certain number of sessions, and these are stopped in the meantime, the amount for the remaining number of calls will be refunded if desired minus 1 session as administration costs.

6.3 Cancellation / rescheduling of training courses and workshops. If cancelled:

- up to **4 weeks** before the planned start date of the training/course: no costs.
- **between 4 and 2 weeks** before the planned start date of the training/course, 50% of the training/course costs.
- **within 2 weeks** before the start date of the training/course:
 - 100% of the training/course costs, if no replacement dates are set.
 - 25% of the training/course costs, if alternative dates are also determined.

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Article 7 | Confidentiality

7.1 The name, address and other personal data, as well as contact details of clients, whether or not in relation to a business client, are used by the coach for registering payment obligations, and for normal use to enable contact. Client data will not be made available to third parties.

7.2 In view of the in principle short nature of the contacts, no intensive file creation is done. Any personal files are only available for inspection by the coach and the relevant client, regardless of who pays for the service. Inspection is also possible during a personal contact between the coach and the client. After the coaching, the files are destroyed.

7.3 The experiences that the coach gains during contacts with clients can be incorporated into expressions and contacts with others, in such a way that it is not reasonably possible to find out which client with this problem has been treated by the coach. Clients can object to this in writing within one month after entering into an order and / or immediately after becoming aware of such a publication.

Article 8 | Payments and gifts

8.1 The prices and payment conditions are announced in advance. A bill amount must be paid within 14 days, unless otherwise agreed. Gifts without a specific service in return are of course welcome, but they cannot be subsequently designated as payment for any form of service.

Article 9 | Warranty

9.1 Due to the nature of its services and the explicit contribution of the client to awareness and change, the coach does not guarantee success or prospects for improvement. The client decides whether and how quickly he / she brings about a change. On the basis of past experiences, insight into the natural processes and the personality of the client, an interim estimate can be made of an expected development.

9.2 If a client is not satisfied with a performance delivered by the coach, this must be reported in writing to the coach within eight days after the session. Consultation can then take place about how it can reasonably be ensured that the client is satisfied.

Article 10 | Liability

10.1 If the coach has been grossly negligent, any liability will apply insofar as it is recognized and covered by the insurance of the coach up to the amount of the payment by the company, otherwise up to the amount involved in the assignment for this client. In the unlikely event that the coach causes damage to buildings or goods of a client or has caused physical injury, any liability applies insofar as this is recognized and covered by our insurance policies up to the amount of the payment by the company, and otherwise up to the amount involved in this assignment for this client. The coach cannot be held liable for direct or indirect consequences of normal, incorrect or injudicious use of services and information provided by it. The coach can also not be held liable for consequential damage. In all cases not mentioned above, any liability of the coach is limited to the amount involved in this assignment for this client.

Article 11 | Relevant law

11.1 Dutch law applies to all our deliveries.